

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Michael Solomon Associates 400 Madison Ave., Suite 1501 New York, NY 10017	2. Registration No. 3923
3. Name of foreign principal Fujitsu Ltd.	4. Principal address of foreign principal 1015 Kamikodanaka, Nakara-ku Kawasaki-shi, Kanagana-ken 211 JAPAN

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) \_\_\_\_\_

☐ Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

computer and electronics manufacture/sales


b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Public corporation

Date of Exhibit A Sept. 29, 1987	Name and Title Michael Solomon, Pres.	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Michael Solomon Associates

Name of Foreign Principal

Fujitsu Limited

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public relations consultation: see item 5 below for details

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. general public relations consultation
2. writing/dissemination of press releases, feature articles and company newsletter
3. observation and analysis of key issues affecting high-tech industries
4. speech writing

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Some press releases and/or newsletters will be sent to  
Congressmen and other public officials

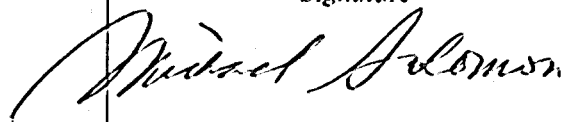
Date of Exhibit B

September 29, 1987

Name and Title

Michael Solomon  
President

Signature



<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**MICHAEL  
SOLOMON  
ASSOCIATES**

**Public Relations  
& Communications**

400 Madison Avenue  
Suite 1501  
New York, NY 10017

Tel: 212.223.3340  
Fax: 212.371.7152

**AGREEMENT**

**BETWEEN**

**FUJITSU LIMITED**

**AND**

**MICHAEL SOLOMON ASSOCIATES**

**September 21, 1987**

INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

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## AGREEMENT

This Agreement is made and entered into this 21st day of September 1987, by and between Michael Solomon Associates, a partnership organized and existing under the laws of the State of New York with offices at 400 Madison Avenue, Suite 1501, New York, N.Y. 10017 (hereinafter referred to as "MSA") and FUJITSU LIMITED, a corporation organized and existing under the laws of Japan, having its registered office at 1015 Kamikodanaka, Nakahara-ku, Kawasaki-shi, Kanagawa-ken 211, Japan (hereinafter referred to as "Fujitsu" or the "Company").

The parties agree to the following:

1. Fujitsu agrees to retain MSA as a public relations counsel from September 21, 1987 for a period of twelve months.
2. MSA shall allocate staff time to fulfill requirements of a mutually agreed upon public relations program on behalf of Fujitsu. This program shall include such activities as counseling, including general counsel on all aspects of communications, advertising, creating, planning and working on specific public relations projects and proposals, writing and distributing releases and representing Fujitsu to various segments of the public. MSA shall provide Japanese language capability as needed. Day-to-day liaison will be maintained

with Fujitsu Tokyo and Fujitsu New York.

3. Fujitsu shall pay to MSA fixed fees and the amount of out-of-pocket expenses as set forth in Section 6. Such fixed fees for the first twelve-month period shall be eight-thousand United States Dollars (U.S.\$8,000) per month, and include:

- 1) Advice on overall PR strategy
- 2) Implementation of PR strategy
- 3) Dissemination of information
  - A. Establishment and operation of "Fujitsu News Center"
  - B. Writing and dissemination of press releases
  - C. Arrangement of feature and Op/Ed articles
  - D. Assistance with radio and TV interviews
  - E. Distribution of Company publications
  - F. Planning and editorial work for "Feedback From Fujitsu"
  - G. Cultivation of communications channels to media, industry, government and academic communities
- 4) Collection and analysis of information
  - A. Preparation of regular reports (in Japanese) on media coverage of Company and industry topics
  - B. Reporting of information from direct and other sources
  - C. Research upon Company's request
  - D. Coordination of special research projects (e.g., opinion research)
- 5) PR writing
  - A. Speeches (Fujitsu will pay for translations of speeches if required)
  - B. Preparation or editing of brochures, etc.
- 6) Coordination of PR strategy and activities between Fujitsu and its American subsidiaries
- 7) Special events: planning and implementation
- 8) Other activities to be agreed upon

If this Agreement shall be renewed in accordance with Section 10, the same fixed fees shall be maintained for another twelve-month period.

4. MSA shall offer public relations counsel to Fujitsu and all of its subsidiaries. However, major public relations projects for a Fujitsu subsidiary shall be carried out under special fee and

program arrangements to be made directly with the respective subsidiary.

5. The fixed retainer fee of U.S. \$8,000 per month as set forth in Section 3 shall be billed one month in advance and invoices are mailed on the twenty-first of every month or as of the date stipulated in Section 1. Payment of such amount is due within ten days from receipt of the invoice. All taxes and any other charges imposed by any taxing authorities in the United States on the payments made hereunder shall be paid by MSA.

6. An invoice will be submitted separately each month for the preceeding month's out-of-pocket expenses. Out-of-pocket expenses include: telephone; design, production and printing costs for "Feedback From Fujitsu" and other printed materials; postage and mailing house charges; clipping house charges; publication and subscriptions; travel; entertainment; messengers, etc.; as well as other reasonable and customary expenses related to the Company's PR activities. Any proposed expense item in excess of \$250 will be brought to the Company's attention in advance for approval. Disbursements set forth above shall be billed to Fujitsu at cost since they do not burden MSA with additional overhead charges.

7. Fujitsu shall deposit with MSA the sum of three thousand United States Dollars (U.S.\$3,000) to be used as a revolving



credit against which such out-of-pocket disbursements, when approved by Fujitsu, may be paid. Such deposit shall be made together with the first payment of the fixed retainer fee mentioned in Section 3. Fujitsu agrees to reimburse this fund each month in the amount of such approved out-of-pocket charges. MSA agrees to refund promptly to Fujitsu any unspent balance remaining therein at the completion of this Agreement or extension thereof.

8. Fujitsu agrees to indemnify and hold harmless MSA against any claims which may be asserted against it, and against legal fees and disbursements in connection therewith, arising out of the publication, distribution and dissemination of information by MSA provided to MSA by Fujitsu.

9. MSA will indemnify and hold harmless Fujitsu against any losses or damages, which may be incurred to Fujitsu as a result of any claim, suit or proceeding arising or resulting from material and information prepared and disseminated by MSA, except where the material and information objected to were previously approved by Fujitsu before being disseminated.

10. This Agreement shall be automatically renewed for successive twelve-month periods, unless written notice is given by either party to the other at least thirty days prior to the end of the

first twelve-month period, or any subsequent twelve-month period. Fujitsu shall reserve the right to cancel this Agreement with one month advance notice should MSA turn over to a third party the rights and obligations provided for in this Agreement without the prior consent and approval of Fujitsu. Fujitsu shall also reserve the right to cancel this Agreement at any time upon one month's notice should MSA fail to meet any of the obligations as stipulated in this Agreement.

11. Neither party shall assign, transfer, pledge, encumber or otherwise dispose of this Agreement in whole or in part to any individual, firm, corporation or association, without prior written consent of the other party.

12. During the term of this Agreement and thereafter, MSA shall keep in confidence Fujitsu's business secrets which MSA may acquire from Fujitsu in connection with or during the course of performance hereof.

13. Notices, requests, demands, invoices and other communications under this Agreement between the parties hereto shall be deemed validly given if transmitted in writing addressed respectively as follows:

To MSA:

Michael Solomon Associates  
400 Madison Ave., Suite 1501  
New York, N.Y. 10017

To Fujitsu:

(Tokyo) Fujitsu Limited  
Public Relations Department

Marunouchi Center Building  
6-1, Marunouchi 1-chome  
Chiyoda-ku, Tokyo 100 Japan

(New York) Fujitsu Limited  
680 Fifth Avenue  
New York, N.Y. 10019 U.S.A.

14. All disputes, controversies, or differences which may arise between the parties out of, or in relation to, or in connection with this Agreement, or for any breach thereof, shall be settled amicably and promptly by mutual consent of the parties. If such disputes, controversies or differences cannot be settled between the parties, they shall finally be settled by arbitration in the country of the responding party in accordance with the Japan-America Trade Arbitration Agreement of September 16, 1952, by which each party hereto is bound.

15. This Agreement shall be amended only by the written agreement to the parties hereto.

16. This Agreement shall be governed by and construed in accordance with the laws of Japan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

By Michael Solomon, President  
MICHAEL SOLOMON ASSOCIATES (Title)

By Masao Nakano, General Manager, New York Office  
FUJITSU LIMITED (Title)